

WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to answer any questions the City Council may have on agenda items. The public is welcome to attend.

FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, December 3, 2013, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS

7:05 Executive Summary for Planning Commission held November 14, 2013

PUBLIC HEARINGS:

7:10 Street Right-of-way Vacation

7:15 Farmington Bungalows Subdivision Schematic Plan

SUMMARY ACTION:

7:25 Minute Motion Approving Summary Action List

1. Approval of Minutes from November 12, 2013
2. Approval of Minutes from November 19, 2013
3. Ordinance Establishing Dates, Time and Place for Holding City Council Meetings
4. Request from Aloha Canyon LLC to Purchase .53 Acres of City Property to be used for a Dental Office
5. Proposed Changes to the Woodland Park Amplified Sound Special Use Permits Process and Fee Structure
6. Surplus Property

GOVERNING BODY REPORTS:

7:30 City Manager Report

1. Police and Fire Monthly Activity Reports for September and October

7:35 Mayor Harbertson & City Council Reports

ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 27th day of November, 2013.

FARMINGTON CITY CORPORATION

By: Holly Gadd
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 3, 2013

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is requested that City Council Member Cindy Roybal give the invocation/opening comments to the meeting and it is requested that City Council Member Jim Talbot lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
December 3, 2013

S U B J E C T: Executive Summary for Planning Commission held November 14, 2013

ACTION TO BE CONSIDERED:

None

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
RICK DUTSON
CORY R. RITZ
JIM TALBOT
SID YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Eric Anderson, Associate Planner
Date: November 22, 2013
SUBJECT: EXECUTIVE SUMMARY FOR PLANNING COMMISSION ON
NOVEMBER 14, 2013

RECOMMENDATION

No action required.

BACKGROUND

The following is a summary of Planning Commission review and action on November 14, 2013 [note: six commissioners attended the meeting— Bob Murri, Brett Anderson, Kris Kaufman, Mack McDonald, Michael Nilson and Alternate Commissioner Rebecca Wayment]:

Item #3. Chris Ensign (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for The Farmington Bungalows Subdivision (10 lots) on 3.1 acres located at 50 South 300 West in an OTR zone. (S-15-13)

Voted to recommend this item for approval with the conditions as listed in the staff report.

Vote: 5-0

Note: Item #4 and #7 were held together.

Item #4. Farmington City (Public Hearing) – Applicant is requesting approval of a two-lot metes and bounds subdivision on property (approximately 2.3 acres) located at 42 North and 650 West. (S-19-13)

Voted to recommend this item for approval subject to the property receiving a rezone.

Vote: 5-0

Item # 7. Farmington City (Public Hearing) - Applicant is requesting a recommendation for approval for a Zone Change on property (approximately 2.3 acres) located at 42 North and 650 West. The proposed change is from A (Agricultural) to BP (Business Park). (Z-4-13)

Voted to recommend this item for approval.

Vote: 5-0

Note: Item #5 and #8 were held together.

Item #5. Henry Walker Homes (Public Hearing) – Applicant is requesting a recommendation for Preliminary Plat approval for The Avenues at Station Park Subdivision (128 lots) on 12.11 acres located at the southwest corner of Clark Lane and 1100 West in an RMU zone. (S-10-13)

Voted to recommend this item for approval with the conditions as outlined in the staff report and the additional condition that “the applicant follow the zone lot standards as set forth in Chapter 18.”

Vote: 5-0

Item #8. Henry Walker Homes (Public Hearing) – Applicant is requesting a recommendation for Project Master Plan approval for The Avenues at Station Park Subdivision (128 lots) on 12.11 acres located at the southwest corner of Clark Lane and 1100 West in an RMU zone. (S-10-13)

Voted to recommend this item for approval with the conditions as outlined in the staff report and the additional condition that “the applicant follow the zone lot standards as set forth in Chapter 18.”

Vote: 5-0

Item #6. Norm Frost / Ovation Homes (Public Hearing) – Applicant is requesting a recommendation for Schematic Plan approval for the proposed Cottages at Rigby Road Planned Unit Development (P.U.D) consisting of 80 lots on 23.5 acres located at approximately 1350 West and 1800 North. The applicant is also requesting a recommendation for an LR Zone designation related thereto. (A-2-13; S-18-13)

Voted to table this item so the applicant can address 5 issues as follows: adding sidewalks and park-strips throughout development, creating a tree plan, raising the peripheral lot sizes, making the elevations less monotonous, and ensuring that the garages don't protrude.

Vote 5-0

Item #9. Farmington City – Applicant is requesting amendments to the Zoning and Subdivision Ordinances (ZT-9-13 and ZT-8-93) by:

- a. Clarifying direct access (driveway) standards of building lots in Section 11-32-106(1)(e);
- b. Modifying correctional/detention facilities, drug or alcohol rehabilitation facilities, etc. as a “not permitted” use in Section 11-18-105;
- c. Removing all residential uses in the Office Mixed Use District (OMU) in Section 11-18-105;
- d. Changing the City's local street cross-section standard in Section 12-7-040;

- e. Reconsidering PUDs as a conditional use in Section 11-27-030 and appropriate zone districts where PUDs may be allowed and other chapter references related thereto;
- f. Adding an historic preservation standard in lieu of the 10% common open space requirement for PUDs in 11-27-120(g);
- g. Amending Sections 11-30-105(7)(e) and 11-32-106(1)(d) regarding driveway slope
- h. Deleting the word “minimum” in 11-28-070;
- i. Providing a “rear of dwelling” standard for accessory buildings in 11-11-060(a);
- j. Amending Section 11-28-230 of the Zoning Ordinance to require performance bonds for demolitions (ZT-9-13).

Voted to table this item due to time constraints.

Vote: 5-0

Note: Item #10 was heard after Item #8 and before Item #6.

Item #10. Jerry Preston (Public Hearing) – Applicant is requesting a special exception to establish a live/work unit as an adaptive reuse in order to preserve the historic home at 177 North Main. No new structure or building is proposed for the site.

Voted to approve this special exception.

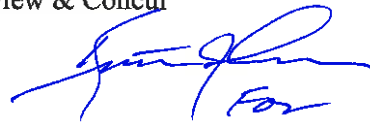
Vote: 5-0

Respectfully Submitted



Eric Anderson
Associate Planner

Review & Concur



Dave Millheim
City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 3, 2013

PUBLIC HEARING: Street Right-of-way Vacation

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. Table action regarding the proposed street vacation until such time it is determined how much of the 650 West right-of-way must be abandoned (if any) in conjunction with the development of the Charter School and Public Park.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 13, 2013

SUBJECT: **STREET RIGHT-OF-WAY VACATION PUBLIC HEARING
(APPLICATION #STR-1-13)**

RECOMMENDATION

Hold a public hearing and table action regarding the proposed street vacation until such time it is determined how much of the 650 West r.o.w. must be abandoned (if any) in conjunction with the development of the charter school and public park.

BACKGROUND

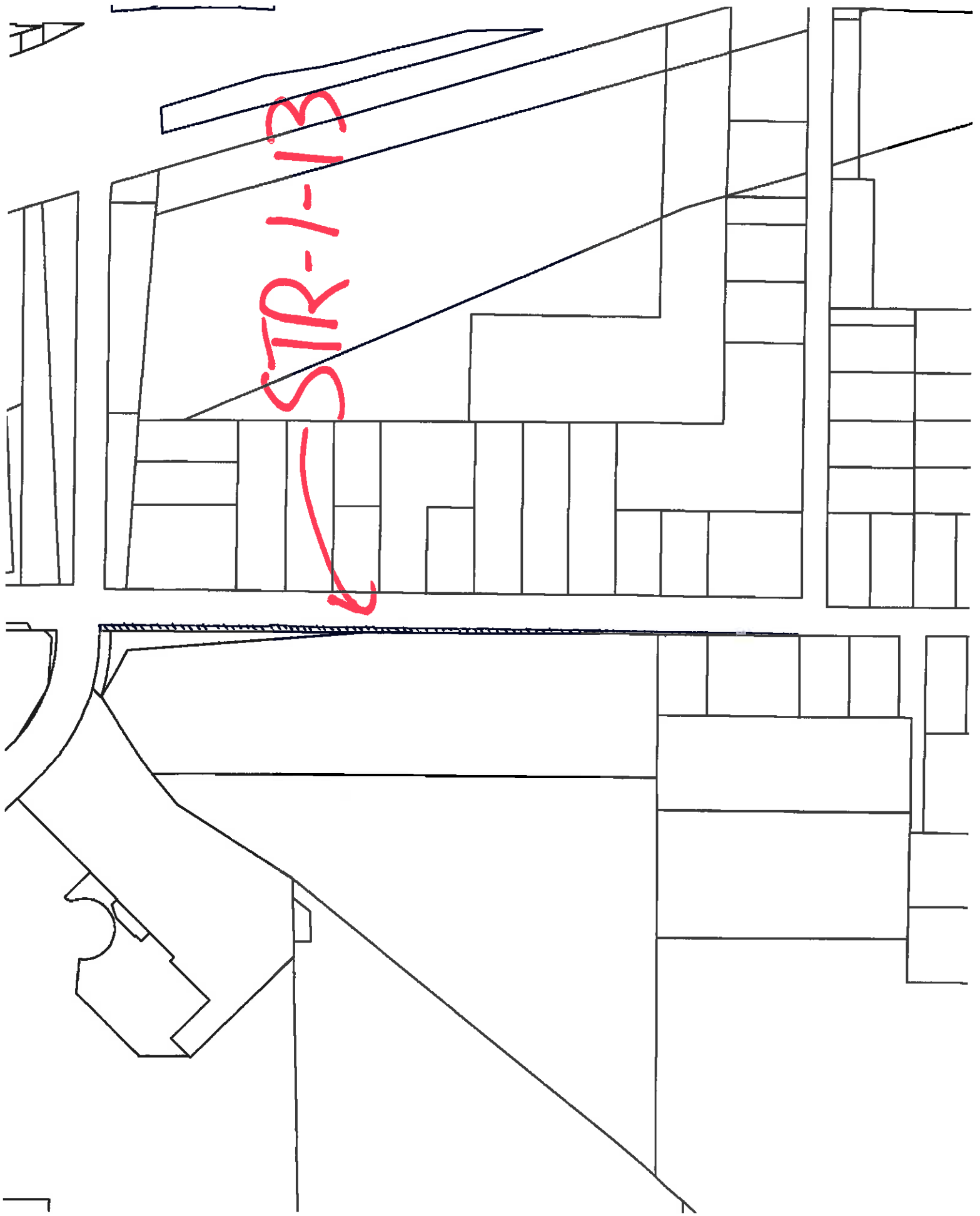
The Farmington City Master Transportation Plan (MTP) identifies 650 West Street as a 66 foot wide minor collector street. Meanwhile, the actual r.o.w. is approx. 86 to 96 feet in width between State Street and 250 South Street---much wider than depicted on the MTP. Notwithstanding this, right-of-way needs have changed because the MTP did not anticipate a charter school nor did it contemplate a regional park of the magnitude now planned. Moreover, after the new street cross section is set, it maybe desirable to turn over excess right-of-way to be included as part of the park--or maybe not. The City also agreed to convey 5 acres to the Charter school, and based on trail needs, the position of the playing fields, etc., the City may also find it desirable to convey any excess right-of-way to the school site (and maybe not). Therefore, it is uncertain how much right-of-way should be vacated or retained until the site plan approval process is complete or even until construction begins.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Dave Millheim
City Manager



CITY COUNCIL AGENDA

For Council Meeting:
December 3, 2013

PUBLIC HEARING: Farmington Bungalows Subdivision Schematic Plan

ACTION TO BE CONSIDERED:

1. Hold the public hearing.
2. See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by Eric Anderson.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

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CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, Associate City Planner

Date: November 22, 2013

SUBJECT: **FARMINGTON BUNGALOWS SUBDIVISION SCHEMATIC PLAN**

RECOMMENDATION

Approve the Schematic Plan for the Farmington Bungalows Subdivision consisting of 10 lots on 3.1 acres located at approximately 50 South 300 West in an OTR zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on November 14, 2013 as follows:

1. The applicant continues to work with the City and other agencies to address any outstanding issues remaining with regard to the Schematic Plan, including but not limited to conforming with required lot widths of the underlying OTR zone and storm drainage;
2. Street width cross-section must be 56';
3. The applicant must receive a Certificate of Historic Appropriateness from the Historic Preservation Commission to demolish the existing home;
4. If the applicant replaces the existing home on State Street, then the proposed dwelling on State Street must receive a recommendation for approval from an ad hoc architectural review committee as established by the City Council or the Farmington City Historic Preservation Committee;
5. The proposed dwellings on Lots 1-9 must be consistent with the surrounding OTR Zone as determined by staff in cooperation with the Historic District Commission.

Findings for Approval:

1. The property is identified as Low Density Residential on the General Plan, and the proposed schematic plan is consistent with that designation.
2. The General Plan also states that the City should "recognize and preserve Farmington's heritage of pioneer buildings and traditions for the enrichment of its present and future citizens." The property is in the Clark Lane Historic District, and the applicant will be required to receive a Certificate of Appropriateness before demolition of the existing home takes place.

3. Specific to the schematic plan only, and the recommended conditions of approval, the plan complies with all Zoning and Subdivision Ordinance requirements, and other appropriate regulations.
4. Staff will ensure that the homes will fit in with the historic character of the underlying Clark Lane District.

BACKGROUND

Initially, Chris Ensign proposed a cul-de-sac entering off of State Street. At the public hearing on October 10th, the Planning Commission determined that a road alignment off of State Street would create corner lots for the Johnsons and Sonzinis. The proposed road alignment would also create potential conflicts with those property owners due to nuisances associated with traffic. The item was tabled on October 10th and again on October 24th to give the applicant time to meet with adjacent property owners and to pursue possible alternatives to a State Street access.

The applicant has pursued the recommendations proposed by the Planning Commission and has revised his schematic plan with the access road coming off of 300 West. Additionally, the applicant has acquired, or is in the process of possibly acquiring, property owned by the Ballantynes and the Bentleys. The proposed 300 West access road is preferable for many reasons, including:

- 1- The impact to adjacent neighbors from the road will be less impactful because one abutting lot is vacant and the other has a wide side setback;
- 2- The rhythm of State Street, which adds to the historic character of that district will not be impacted by a break in that rhythm from an access road;
- 3- Although the traffic impact to State Street would have been minimal, concentrating the limited additional traffic onto an existing local road is preferable to adding another access point onto State;
- 4- This new alignment, along with the possible acquisition of the rear portion of the Bentley property has allowed the applicant to create more lots (10 instead of 7) and remain a conventional subdivision in the OTR zone.

There is currently a home on the northern portion of the parcel and the property is owned by Michael White. The applicant is proposing that eventually the existing home may be demolished and a new home be built in its place. In discussions with a representative of the Farmington Historic Preservation Commission, it appears that this house is both a non-contributing structure to the historic district and falls outside of the period of significance. Notwithstanding this, Section 11-39-105(f)(2) states that "proposed repairs, alterations, additions, relocation or demolitions to Historic Resources listed on the Register requiring a building permit are subject to review by the Historic Preservation Commission and shall receive a "Certificate of Historic Appropriateness." Even though the existing home itself is not in the Historic Register, the underlying Clark Lane Historic District is, and therefore a Certificate of Historic Appropriateness may be required to replace the existing home. Additionally, Chapter 11-17-070 of the Zoning Ordinance establishes "New Construction Design Guidelines." While the houses on the interior of the proposed subdivision should try and meet all of the requirements established therein, it is highly recommended that the proposed house on State Street, because of its prominence and location between two historic homes should "request a recommendation from an ad hoc architectural

committee established by the City Council or the Farmington City Historic Preservation Commission.”

The current subdivision configuration shows that the lot widths for Lots 1 and 2 are 75', but the required lot width in the OTR zone is 85'. Nevertheless, according to Section 11-17-040 of the Zoning Ordinance “the Zoning Administrator may reduce the minimum lot width standards,” by no more than fifteen feet and only if the proposed width shall be compatible with the character of the district. In order to come into compliance with the City’s zoning ordinance, these lot widths may need to be adjusted.

Respectively Submitted

A blue ink signature of Eric Anderson, consisting of a stylized 'E' followed by a horizontal line.

Eric Anderson
Associate City Planner

Concur

A black ink signature of Dave Millheim, written in a cursive style.

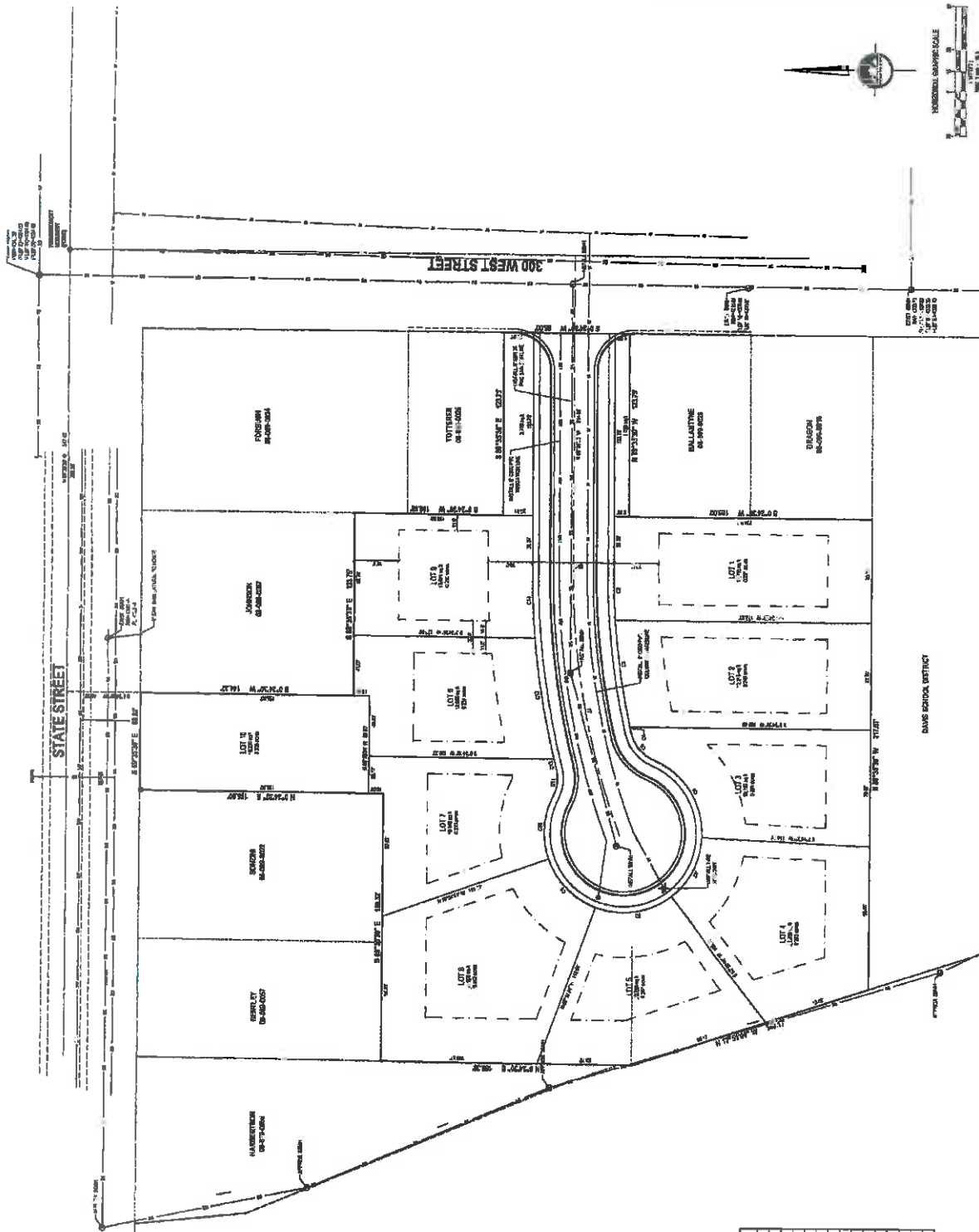
Dave Millheim
City Manager

Farmington City





CURVE TABLE									
T		V		A		C		D	
mi	ft	mi	ft	mi	ft	mi	ft	mi	ft
0	0	0	0	0	0	0	0	0	0
1	1.6	1	1.6	2	3.3	3	4.9	4	6.6
2	3.3	3	4.9	4	6.6	5	8.3	6	10.0
3	4.9	4	6.6	5	8.3	6	10.0	7	11.7
4	6.6	5	8.3	6	10.0	7	11.7	8	13.4
5	8.3	6	10.0	7	11.7	8	13.4	9	15.1
6	10.0	7	11.7	8	13.4	9	15.1	10	16.8
7	11.7	8	13.4	9	15.1	10	16.8	11	18.5
8	13.4	9	15.1	10	16.8	11	18.5	12	20.2
9	15.1	10	16.8	11	18.5	12	20.2	13	21.9
10	16.8	11	18.5	12	20.2	13	21.9	14	23.6
11	18.5	12	20.2	13	21.9	14	23.6	15	25.3
12	20.2	13	21.9	14	23.6	15	25.3	16	27.0
13	21.9	14	23.6	15	25.3	16	27.0	17	28.7
14	23.6	15	25.3	16	27.0	17	28.7	18	30.4
15	25.3	16	27.0	17	28.7	18	30.4	19	32.1
16	27.0	17	28.7	18	30.4	19	32.1	20	33.8
17	28.7	18	30.4	19	32.1	20	33.8	21	35.5
18	30.4	19	32.1	20	33.8	21	35.5	22	37.2
19	32.1	20	33.8	21	35.5	22	37.2	23	38.9
20	33.8	21	35.5	22	37.2	23	38.9	24	40.6
21	35.5	22	37.2	23	38.9	24	40.6	25	42.3
22	37.2	23	38.9	24	40.6	25	42.3	26	44.0
23	38.9	24	40.6	25	42.3	26	44.0	27	45.7
24	40.6	25	42.3	26	44.0	27	45.7	28	47.4
25	42.3	26	44.0	27	45.7	28	47.4	29	49.1
26	44.0	27	45.7	28	47.4	29	49.1	30	50.8
27	45.7	28	47.4	29	49.1	30	50.8	31	52.5
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30	50.8	31	52.5	32	54.2	33	55.9	34	57.6
31	52.5	32	54.2	33	55.9	34	57.6	35	59.3
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47	79.7	48	81.4	49	83.1	50	84.8	51	86.5
48	81.4	49	83.1	50	84.8	51	86.5	52	88.2
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52	88.2	53	89.9	54	91.6	55	93.3	56	95.0
53	89.9	54	91.6	55	93.3	56	95.0	57	96.7
54	91.6	55	93.3	56	95.0	57	96.7	58	98.4
55	93.3	56	95.0	57	96.7	58	98.4	59	100.1
56	95.0	57	96.7	58	98.4	59	100.1	60	101.8
57	96.7	58	98.4	59	100.1	60	101.8	61	103.5
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63	106.9	64	108.6	65	110.3	66	112.0	67	113.7
64	108.6	65	110.3	66	112.0	67	113.7	68	115.4
65	110.3	66	112.0	67	113.7	68	115.4	69	117.1
66	112.0	67	113.7	68	115.4	69	117.1	70	118.8
67	113.7	68	115.4	69	117.1	70	118.8	71	120.5
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72	122.2	73	123.9	74	125.6	75	127.3	76	129.0
73	123.9	74	125.6	75	127.3	76	129.0	77	130.7
74	125.6	75	127.3	76	129.0	77	130.7	78	132.4
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84	142.6	85	144.3	86	146.0	87	147.7	88	149.4
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86	146.0	87	147.7	88	149.4	89	151.1	90	152.8
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93	157.9	94	159.6	95	161.3	96	163.0	97	164.7
94	159.6	95	161.3	96	163.0	97	164.7	98	166.4
95	161.3	96	163.0	97	164.7	98	166.4	99	168.1
96	163.0	97	164.7	98	166.4	99	168.1	100	169.8



HORIZONTAL BAR CHART

GRADE LEVEL

100% 90% 80% 70% 60% 50% 40% 30% 20% 10% 0%

1 2 3 4 5 6 7 8 9 10 11 12

20F2

REFERENCES

361 WEST STATE STREET
FARMINGTON, UTAH

FARMINGTON BUNGALOW SUBDIVISION

ENSON

SALT LAKE CITY
 45 W. 10000 S., Box 650
 Sandy, UT 84070
 Phone: (801) 351-0259
 Fax: (801) 352-4469

LAYTON
 Phone: (801) 347-1400

TOOELE
 Phone: (435) 963-3592

CEARANT CITY
 Phone: (435) 265-1453

RICHFIELD
 Phone: (435) 580-3787

Website: www.enson.com

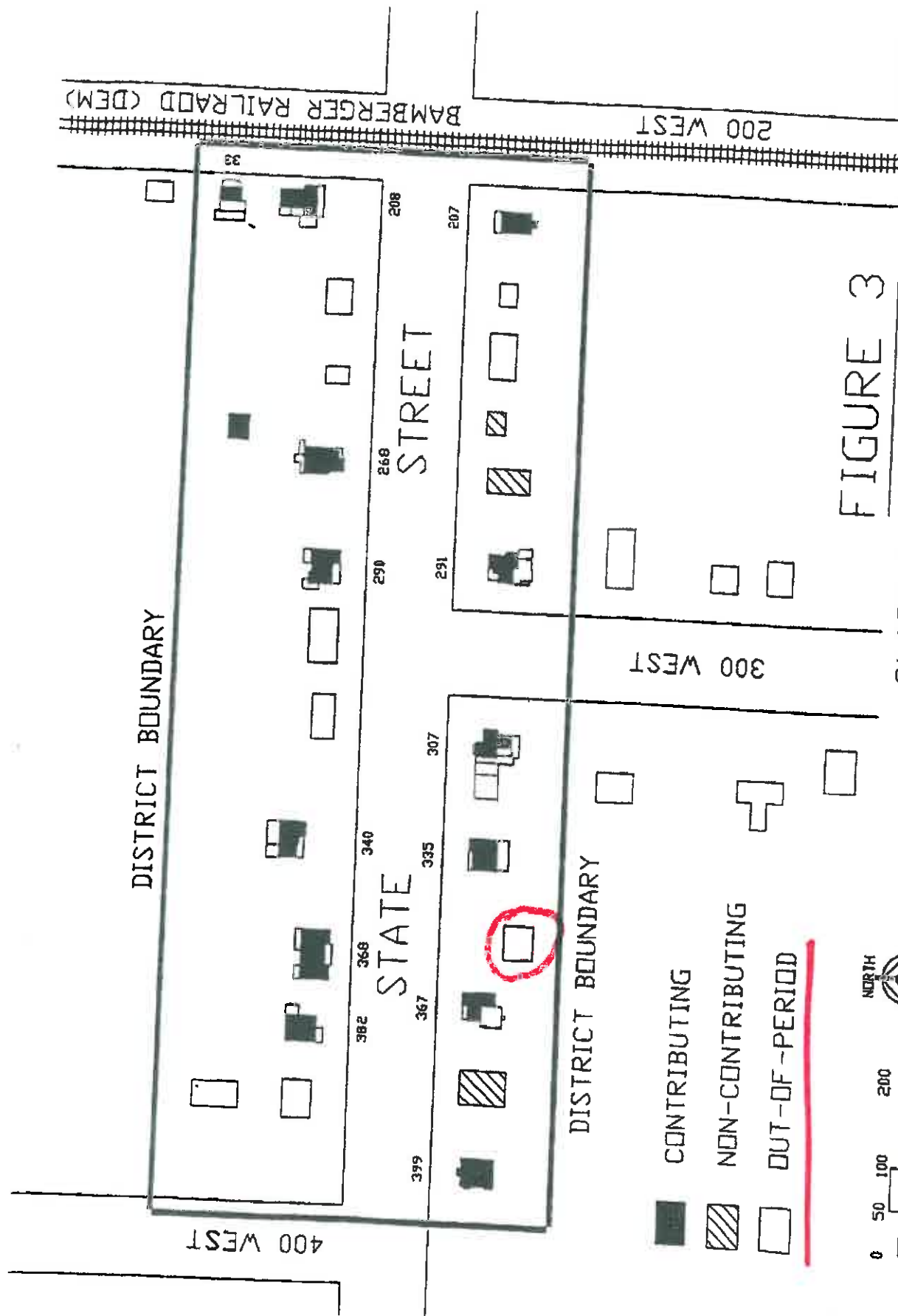


FIGURE 3

CLARK LANE HISTORIC DISTRICT
 FARMINGTON, UTAH
 MARCH 1994

CITY COUNCIL AGENDA

For Council Meeting:
December 3, 2013

S U B J E C T: Minute Motion Approving Summary Action List

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NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY
SPECIAL CITY COUNCIL MEETING
Tuesday, November 12, 2013

Present: Mayor Scott Harbertson, Council Members John Bilton, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Council Member Cory Ritz joined the meeting via satellite phone. Youth City Council Members Kat Smith, Jill Hess, Kayla Weddington, Amanda Buxton, Steven Swanson, Sydney Pace, and Elizabeth Barnett were also in attendance.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

Mayor Harbertson opened the meeting at 7:05 p.m. and welcomed those in attendance. Council Member **Jim Talbot** offered the invocation, and the Pledge of Allegiance was led by **Kat Smith**.

Convene as the Board of Convassers:

City Recorder **Holly Gadd** reported that 2,205 votes were cast for the Mayor's seat and the three City Council seats. **Jim Talbot** was the only candidate for Mayor; he received 1,841 votes and will be the new Mayor of Farmington. There were two candidates for one 2-year City Council seat—**Kristin Harbertson** received 1,075 votes, and **Doug Anderson** received 1,082 votes, so he will fill the 2-year seat. There were three candidates for two 4-year City Council seats, and **Jeffrey Steele** received 1,093 votes, **Brigham Mellor** received 1,173 votes, and **John Bilton** received 1,391 votes. **John Bilton** and **Brigham Mellor** will fill the two 4-year seats. Mayor Harbertson congratulated the candidates who won the election.

Motion:

Jim Young made a motion to approve the 2013 Farmington General Election results and to authorize the Mayor and City Council to sign the letter certifying that the results are true and correct. The motion was seconded by **Jim Talbot** and unanimously approved.

Reconvene as the City Council:

Property Acquisition for Community Park

Dave Millheim said the City has wanted to build a large park in west Farmington for quite some time and has owned 20 acres west of 650 West for several years. The property owner of 21.95 acres abutting the City's parcel recently agreed to trade his property for the City's old Public Works building. If the Council approves the contract, the City will submit a zone change application requesting that the 1.543 acre parcel be changed to BP (Business Park) which is consistent with the existing General Land Use Plan.

Motion:

Jim Young made a motion to approve the Property Exchange and Purchase and Sale Agreement and Addendum between Farmington City and R&T Investments, L.C. which includes the acquisition of property for a Community Park in west Farmington with the following conditions:

1. Staff will prepare proper notices for the disposal of the old City Public Works building (currently being leased to CenterCal) as part of a purchase and sale agreement to R&T Investments.
2. Staff will prepare a subdivision application with the City as the applicant to subdivide the old Public Works building site of 1.543 acres from the .763 acre parcel on the north side the City wishes to retain for the use of Public Works material storage.
3. Staff will prepare a zoning application with the City as the applicant for a BP (Business Park) zone designation to be placed on both the parcel the City retains (after the parcel is subdivided) and the parcel with the building being sold to R&T Investments.
4. The Mayor will execute, on behalf of the City, the Purchase and Sale Agreement with R&T Investments for the acquisition of property for a community park.
5. Staff will prepare the necessary documents with Zions Bank for a lease purchase of \$1,200,000 which enables the City to use park impact fees for park acquisition as planned for in the City's park capital facilities plan.

The motion was seconded by **John Bilton** and unanimously approved.

Property Sale and Park Improvement Agreement with Utah School Development FC LLC (USD)

Dave Millheim explained that USD approached the City with a desire to purchase property for a charter school, and the City has agreed to sell 5 acres of the 21.95-acre parcel. The purchase price will be \$750,000, and USD will build a large parking lot which will be used by the school and the park. They will also construct three large recreation fields (one on their property and two on the abutting City park property) and install all of the public improvements required for the west side of 650 West. **Mayor Harbertson** thanked the City Manager and staff for their efforts.

Motion:

John Bilton made a motion to approve the Real Estate Purchase and Sale Agreement between Farmington City and Utah School Development FC LLC for the sale of five acres to be used for a new charter school with the following conditions:

1. Staff will prepare proper notice for the disposal of five acres recently acquired from R&T Investments located on the west side of 650 West and south of Clark Lane.

2. Staff will prepare a boundary adjustment application with the City (for the same five acres) to be considered by the Planning Commission on December 12, 2013.
3. The Mayor will execute the attached Real Estate Purchase and Sale Agreement with USD, and the City and USD will sign a cross use easement agreement for the shared use of the playing fields and parking lot. The improvements will be constructed by USD at their expense prior to USD receiving a certificate of occupancy.
4. Staff will identify the \$750,000 received from the sale of the five-acre site to be used for future park acquisition and development costs.

The motion was seconded by **Jim Talbot** and unanimously approved.

CLOSED SESSION

Motion:

At 6:30 p.m. **John Bilton** made a motion for the Council to go into a closed meeting to discuss the potential sale of real property. The motion was seconded by **Cindy Roybal** and unanimously approved.

Sworn Statement

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Scott C. Harbertson, Mayor

Motion:

At 6:50 p.m. a motion to reconvene into an open meeting was made by **John Bilton**, seconded by **Cindy Roybal**, and unanimously approved.

ADJOURNMENT

Motion:

John Bilton made a motion to adjourn the meeting which was seconded by **Cindy Roybal** and unanimously approved, and the meeting adjourned at 6:55 p.m.

Holly Gadd, City Recorder
Farmington City Corporation

FARMINGTON CITY COUNCIL MEETING

Tuesday, November 19, 2013

WORK SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, Assistant Planner Eric Anderson, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey

Planned Unit Development (PUD) Overlay and Schematic Plan for Olsen Minor Plat Subdivision (approximately 177 N Main Street)

Jerry Preston, 347 E 100 N, said he met with Dave Freed of Lagoon, who was not pleased with the proposal and offered to purchase the property. Mr. Preston said there are two separate tax ID numbers on this parcel, and he plans to move forward with remodeling the existing home and building an additional home on the back section of the parcel. There was a brief discussion of related issues.

Silverleaf Schematic Plan – Jeppson Property

David Petersen said residents in the area want lower density and some have suggested that the City purchase the property for a park. The Council may need to add a condition for water retention issues, and there was discussion regarding the LR zoning designation, the density of neighboring developments, and the proposed lot sizes for Silverleaf.

Annexation of Tanner Property

The Mayor informed the Council that this item should be tabled until they have received a recommendation from the Planning Commission—possibly on December 17, 2013.

Preliminary (PUD) Master Plan for the Villa Susanna Conservation Subdivision

David Petersen said there are no outstanding issues on this PUD, and this is the extra step the Council required.

Eastwood Cove Final Plat and Development Agreement

Dave Millheim distributed a new Development Agreement with an addition to Paragraph 4 stating that the Developer will pay \$10,000 cash to the City for a portion of the cost of the off-site detention basin.

Dave Millheim informed the Council that City Engineer Paul Hirst would be at the meeting at 8:30 p.m. to discuss the Kestrel Bay developments, and the two attorneys handling the Haws litigation would arrive shortly after that time for a closed session.

REGULAR SESSION

Present: Mayor Scott Harbertson, Council Members John Bilton, Cory Ritz, Cindy Roybal, Jim Talbot and Jim Young, City Manager Dave Millheim, City Development Director David Petersen, City Recorder Holly Gadd and Recording Secretary Cynthia DeCoursey. Youth City Council Member Sara Harper and new City Council Members Doug Anderson and Brigham Mellor were also in attendance.

CALL TO ORDER:

Roll Call (Opening Comments/Invocation) Pledge of Allegiance)

Mayor Harbertson opened the meeting at 7:05 p.m. and welcomed those in attendance. The invocation was offered by **Jim Young** and the Pledge of Allegiance was led by Little Miss Davis County, **Samantha Palomares**.

REPORTS OF COMMITTEES/MUNICIPAL OFFICERS:

Executive Summary for Planning Commission meeting held October 24, 2013

The Summary was included in the staff report, and **John Bilton** asked for additional details regarding the Tanner PUD. **Eric Anderson** said the Commission denied the request 5-0, and the major reason was the high density of the project (50 assisted living units, and 150 single family units for a total of 200). He expects the applicant to make adjustments and reapply in December.

PRESENTATIONS:

Introduction of new City Engineer Chad Boshell

Dave Millheim introduced the City's new Engineer, **Chad Boshell**, and his wife and family and **Holly Gadd** administered the Oath of Office. The Council welcomed him to Farmington.

Presentation of Award for "Certified Business Licensing Official" to Shannon Harper

The **Mayor** presented a "Certified Business Licensing Official" award from the Utah Business Licensing Association to employee **Shannon Harper**.

PUBLIC HEARINGS:

Silverleaf Schematic Plan – Jeppson Property

Eric Anderson said the applicant is requesting a zone designation of LR (Large Residential) and schematic plan approval for a residential subdivision.

Norm Dahle, 2675 E Melony Drive, Salt Lake City, and property owner **Jared Jeppson**, 1505 N 1500 W, said the sewer trunk line runs diagonally across the property and exits on the southwest corner, so it will need to be reconfigured. A regional storm drain trunk line will also run across the property and exit into Haight Creek.

The Public Hearing opened at 7:25 p.m.

Karen Walton, 1746 Jeppson Way, said there are too many homes in this area, and all of the traffic will come directly in front of her home because there is no other outlet. Emergency vehicles and garbage trucks will have issues with access.

Several letters from residents were added to the minutes.

The Public Hearing closed at 7:28 p.m.

David Petersen answered several questions from the Council and said this Plan has 2.1 units per acre, Phase 2 to the west has 2.4, and another Phase has 2.7, so it is comparable to what has been approved in the past, and it is a much lower density than the developer could request. No bonuses were given, the planned access will be sufficient, and the City has never done a sunset clause on an annexation. Drainage is the only other issue, and the City Engineer and the DRC are comfortable with the Plan.

Motion:

Cindy Roybal made a motion to approve the Schematic Plan for the Silverleaf Subdivision consisting of 11 lots on 3.74 acres located at 1505 N 1500 W in a “to be determined” zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on October 24, 2013. There was no second.

Motion:

Cory Ritz made a motion to pull the Jeppson Annexation from the Summary Action List and review it prior to the motion to approve the Schematic Plan. **Jim Talbot** seconded the motion which was unanimously approved.

Motion:

Cory Ritz made a motion to approve the annexation plat and adopt the Ordinance annexing the 5+ acres described in the petition and establish the zone designation of the property as LR (Large Residential) subject to the applicant including all of the property now owned by the petitioner as part of the annexation plat, including but not limited to the land encompassing the private lane connecting the property to 1500 W Street with the findings listed in the staff report, and the zone change will take effect following the recordation of the plat. **Jim Young** seconded the motion which was unanimously approved.

Motion:

Cindy Roybal made a motion to approve the Schematic Plan for the Silverleaf Subdivision consisting of 11 lots on 3.74 acres located at 1505 N 1500 W in an LR zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on October 24, 2013. **Jim Talbot** seconded the motion which was unanimously approved.

Annexation of Tanner Property

Motion:

Jim Talbot made a motion to continue this request until the December 17, 2013 City Council meeting so that a recommendation from the Planning Commission can be received and considered. **Cindy Roybal** seconded the motion which was unanimously approved.

Preliminary (PUD) Master Plan for the Villa Susanna Conservation Subdivision

David Peterson said the only outstanding issues are that the applicant needs to provide access to Lot 2 and show a perpetual easement on the Final Plat prior to approval. The applicant is requesting a waiver of the open space requirement, the value of which will be determined by the City Manager and approved by the City Council.

Mike Evans, 232 E 1875 N, Centerville, and **Nate Woofley**, 1603 Charlene Drive, Bountiful, said they were anxious to begin the project.

The Public Hearing opened at 7:55 p.m. There were no public comments, and it was closed.

Motion:

Jim Young made a motion to approve the Preliminary (PUD) Master Plan for the Villa Susanna Conservation Subdivision consisting of 3 lots on .88 acres located on the northeast corner of 1400 N Main Street in an LR-F zone subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on October 24, 2013. **Cory Ritz** seconded the motion which was unanimously approved.

Rezone of Old City Shop Site located at 42 N 650 W

David Peterson said the Planning Commission approved a lot split at their last meeting, and the City has traded the southerly half to a third party so the recommendation is to change the zoning of the entire parcel from A to BP.

The Public Hearing opened at 8:00 p.m. There were no public comments, and it was closed.

Motion:

John Bilton made a motion to approve the Ordinance amending the zoning map to show a change of zone from A to BP for property (approximately 2.3 acres) located at 42 N 650 W along with the findings recommended by the Planning Commission. **Jim Young** seconded the motion which was unanimously approved.

Disposal of City's surplus property located at 42 North 650 West

The **Mayor** explained that the City is selling 1.54 acres of property which is a major component in the acquisition of land for the City's proposed regional park. The City will retain the northern .76 acres.

The Public Hearing opened at 8:05 p.m. There were no public comments, and it was closed.

Motion:

Cory Ritz made a motion to approve of the disposal of the southern portion of surplus property located at 42 N 650 W (1.54 acres, Parcel 2 on the survey). **John Bilton** seconded the motion which was unanimously approved.

PETITIONS AND REQUESTS:

Eastwood Cove Final Plat and Development Agreement

Eric Anderson said this is a 7-lot Conservation Subdivision on 4 acres of property on the SE corner of Glover Lane and Frontage Road. The City approved a waiver of the open space, and a "Memo of Understanding" between the City and Ivory Development was recorded. Along with the addition of \$10,000 to Paragraph 4, **Cindy Roybal** pointed out an error in Paragraph 4: "owning" should be changed to "owing".

Nick Mingo, Ivory Homes representative, said it was not possible to save more of the trees because of flood plain issues.

Motion:

Jim Talbot made a motion to approve the Final Plat and the Development Agreement for the Eastwood Cove Conservation Subdivision with two amendments to Paragraph 4: (1) the Developer will pay \$10,000 cash to the City; and (2) "owning" will be changed to "owing"; and subject to all applicable Farmington City ordinances and development standards and the conditions and findings recommended by the Planning Commission on October 24, 2013. **John Bilton** seconded the motion which was unanimously approved.

Clark Lane Storm Drain Pipe

Motion:

John Bilton made a motion to authorize the expenditure of \$53,235.00 from the Storm Drain Enterprise Fund Account #54-402-650 to be paid to Kapp Construction for the installation of a new 36" storm drain pipe across Clark Lane. The motion was seconded by **Cindy Roybal** and unanimously approved.

SUMMARY ACTION

1. Approval of Minutes from October 29, 2013
2. Proposed Hunters Creek Open Space Conservation Easement
3. Proposed Jeppson Annexation (voted on earlier in the meeting)
4. Kloberdanz Plat Amendment Proposal for the Grove

Motion:

Jim Young made a motion to approve Items 1, 2, and 4 on the Summary Action List. The motion was seconded by **Cory Ritz** and unanimously approved.

CONSIDERATION OF ORDINANCES/RESOLUTIONS/AGREEMENTS

Lease/Purchase Agreement with Zions First National Bank for park property on 650 W

Mayor Harbertson said the amount of \$1,217,000, with a term of 7 years and a 2.21% interest rate, will be used to purchase the Lindorff property in west Farmington for a future park.

Motion:

John Bilton made a motion to approve the Resolution for the Lease/Purchase Agreement with Zions First National Bank to purchase property on 650 W. The motion was seconded by **Jim Talbot** and unanimously approved.

GOVERNING BODY REPORTS:

City Manager – Dave Millheim

Farmington Canyon Road – The U.S. Forest Service closed the Farmington Canyon Road to all motorized vehicles except snowmobiles, ATVs and motorcycles on November 1, 2013. In past years the FAA has plowed the road to allow personnel to access the radar tower; however, they are not planning to plow it this winter. The City will lock its gate prior to the first major snowstorm.

City Council Orientation – Dec. 4, 2013 from 1-5 p.m. – Each of the department heads will present information regarding their staff, priorities, challenges, etc. In late Feb. or March of 2014, staff will host 2 work sessions to tour facilities in the City, and a Council Retreat will be scheduled.

Kestrel Bay Storm Drainage Proposal – Developer **Scott Balling** received approval for an 11-unit townhome project and a 50-home subdivision next to Frontage Road with a condition that he would solve the storm drain issues. It turned into an agonizing process for several reasons:

- The flood channel which existed since the freeway was built 50 years ago was an open, concrete-lined channel which was not safe. In 2011 the County bonded for the project and installed 36" pipe (without City approval or permits) which will only handle 86 CFS. The flows coming out of the channel are 215 CFS.
- The County installed a diversion box (as required by the Rigbys) which takes flow from the Steed Creek and runs it due west into Miller Meadows, under the Rail Trail, to the lake. It is a delicate system which will flood if there is too much water.
- Although FEMA has issued received a Conditional Letter of Map Revision (CLOMR), the final LOMR has not been issued.

The developer proposed using the trail area west of Frontage Road, but the City did not want to use the trail as a drain channel, and the County has refused the possibility of another open channel. After numerous meetings, the proposal is that the County will provide labor and

maintenance, and the City and the developer will split 50-50 the cost (\$130,000) of installing pipe from the two projects to the detention pond by Glover Lane (900 feet).

City Engineer **Paul Hirst** said at first glance it seems that the developer should do what is required or not develop at all; however, because of the County's actions, they should bear some of the responsibility, and it is in the City's best interest to help solve the problem. It was very difficult to get the County to take a position, but they finally agreed to accept this new channel as part of their system and maintain and operate it.

Dave Millheim said there are several homes to the south and several small properties to the north which will benefit, and the funds will come out of the storm drain fund, but no impact fees are involved. This proposal will almost certainly be approved by FEMA and it will handle both Kestrel Bay developments. FEMA is updating their county-wide maps, and this step will help Farmington protect a large amount of property to the west—it seems to be the best solution. The Council asked him to prepare a formal agreement for a future Council meeting.

CLOSED SESSION

Motion:

At 9:00 p.m. **Jim Talbot** made a motion for the Council to go into a closed meeting to discuss litigation and the sale of real property. The motion was seconded by **Jim Young** and unanimously approved.

Sworn Statement

I, **Scott C. Harbertson**, Mayor of Farmington City, do hereby affirm that the items discussed in the closed meeting were as stated in the motion to go into closed session and that no other business was conducted while the Council was so convened in a closed meeting.

Scott C. Harbertson, Mayor

Motion:

At 10:00 p.m. a motion to reconvene into an open meeting was made by **John Bilton**. The motion was seconded by **Cindy Roybal** and unanimously approved.

Miscellaneous – Henry Walker Homes Master Plan

There was a brief discussion regarding the timing of this Master Plan, and the Council decided they would like to review the Plan even though it is not required.

Motion:

Jim Young made a motion to review the Henry Walker Homes Project Master Plan and the Planning Commission's recommendation during a City Council meeting in January. **John Bilton** seconded the motion which was unanimously approved.

Mayor – Scott Harbertson

- The annual Christmas party will be on Monday, December 16, 2013 at 1:00 p.m.
- **Jim Young** agreed to attend a Town Hall meeting on Wed., Nov. 20th, and because it was listed in the newsletter as Thursday, Nov. 21st, **Jim Talbot** agreed to attend that night.
- Mayor elect **Jim Talbot** did an exceptional job conducting his first meeting.
- The Davis County Commission recently severed ties with the Davis Area Convention and Visitors Bureau because a performance audit revealed that the CVB was falling short of its anticipated revenues for new business. He served on the CVB for 4 years and is concerned that Lagoon and Station Park will both suffer as a result of this decision
- Several new stores opened at Station Park, including Nordstrom's Rack, whose projections were \$50,000 in sales per day, and the first week they had \$100,000 in sales per day.

City Council

John Bilton:

- He asked about the City's ATV rules, and the City Manager said he would include details on a future agenda.

Jim Talbot:

- There is a baseball team from Syracuse that is selling nice poinsettias for \$10 each.

Cindy Roybal:

- A large number of her neighbors are very concerned about the proposed annexation of the Tanner property and the high-density proposal. The residents were offended by several comments made by members of the Planning Commission. The **Mayor** cautioned that the developers may take it to Kaysville if the residents fight too hard, and then they would have no say at all.

ADJOURNMENT

Motion:

Jim Talbot made a motion to adjourn the meeting. The motion was seconded by **John Bilton** and unanimously approved, and the meeting was adjourned at 10:40 p.m.

Holly Gadd, City Recorder
Farmington City Corporation



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Holly Gadd

Date: November 22, 2013

SUBJECT: **ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR
HOLDING REGULAR CITY COUNCIL MEETINGS**

RECOMMENDATION

Approve the attached Ordinance establishing dates, time and place for 2014 City Council meetings.

BACKGROUND

1. Pursuant to Utah Code Section 52-4-6(1), any public body which holds regular meetings that are scheduled in advance over the course of a year shall give notice at least once each year of its annual meeting schedule and shall specify the date, time, and place of such meetings. Special meetings can be added during the year when necessary. Regular meeting may also be cancelled if workload does not require a meeting.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

ORDINANCE 2013-

**AN ORDINANCE ESTABLISHING DATES, TIME AND PLACE FOR HOLDING
REGULAR FARMINGTON CITY COUNCIL MEETINGS**

BE IT ORDAINED BY THE CITY COUNCIL OF FARMINGTON, UTAH:

Section 1. Time and Place of Regular Council Meeting.

The Governing Body shall generally conduct two regular meetings per month which shall be held on the first and third Tuesday of each month or as noted otherwise herein.

Meetings shall be held in the **City Council Room of the Farmington City Hall, 160 South Main Street, Farmington, Utah**, unless otherwise noticed. Each meeting shall begin promptly at 7:00 p.m. The schedule of meetings for 2014 shall be as follows:

January	7	&	21
February	4	&	18
March	4	&	18
April	15		
May	6	&	20
June	3	&	17
July	1	&	15
August	5	&	19
September	2	&	16
October	7	&	21
November	4	&	18
December	2	&	16

Section 2. Effective Date. This ordinance shall take effect immediately upon posting after passage.

PASSED AND ORDERED POSTED BY _____ of _____ Council Members present at the regular meeting of the Farmington City Council held on this 3rd day of December, 2013. Notice should be given as required by the Utah Open Meetings Act.

FARMINGTON CITY CORPORATION

ATTEST:

By: _____
Scott C. Harbertson
Mayor

Holly Gadd, City Recorder



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: November 22, 2013

SUBJECT: REQUEST FROM ALOHA CANYON LLC TO PURCHASE .53 ACRES OF CITY PROPERTY TO BE USED FOR A DENTAL OFFICE.

RECOMMENDATIONS

1. Declare .53 acres of property including portions of tax #080430134 and #080430149 as surplus property no longer having any public purpose need.
2. Authorize the Mayor to execute the attached real estate purchase contract with Aloha Canyon, LLC to sell surplus property for \$80,000 on the condition that an addendum is added and executed wherein the Buyer shall pay any rollback (greenbelt) taxes if owed.

BACKGROUND

The City was approached by Ben Leaver a few months ago desiring to purchase portions of a city parcel for a dental office he wishes to build and own. Staff researched the parcel in question and realized there was no valid public purpose reason to hold onto the parcel and that it is a maintenance headache. City code states that parcels over \$100,000 in value and over one acre in size require a bid process prior to disposal. Neither of those conditions is applicable in this case and the Council felt the proposed use was consistent with the existing master plan. They also wanted to recognize Mr. Leaver's efforts in researching out a parcel which served his purpose and could be sold by the City. The Council gave the City Manager some negotiating parameters and the attached contract is within those parameters.

Respectfully Submitted

Dave Millheim
City Manager



Utah Association
of REALTORS®

REAL ESTATE PURCHASE CONTRACT FOR LAND



This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer Aloha Canyon LLC offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$5,000 in the form of Personal check which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Brokerage: _____ Phone Number: _____

OFFER TO PURCHASE

1. PROPERTY: Parcel # 080430134 and Parcel # 080430149
also described as: See addendum
City of Farmington County of Davis State of Utah, ZIP 84025 (the "Property").

1.1 Included Items. (specify) _____

1.2 Water Rights/Water Shares. The following water rights and/or water shares are included in the Purchase Price.
☐ _____ Shares of Stock in the _____ (Name of Water Company)
☒ Other (specify) See addendum (revised site plan. Final parcel to include entire triangular lot)

2. PURCHASE PRICE The purchase price for the Property is \$ _____
The purchase price will be paid as follows:

\$ 5,000 (a) Earnest Money Deposit. Under certain conditions described in this Contract THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.

\$ _____ (b) New Loan. Buyer agrees to apply for one or more of the following loans:
☐ CONVENTIONAL ☐ OTHER (specify) _____
If the loan is to include any particular terms, then check below and give details:
☐ SPECIFIC LOAN TERMS _____

\$ _____ (c) Seller Financing. (see attached Seller Financing Addendum, if applicable)

\$ _____ (d) Other (specify) _____

\$ 75,000 (e) Balance of Purchase Price in Cash at Settlement.

\$ 80,000 PURCHASE PRICE. Total of lines (a) through (e)

3. SETTLEMENT AND CLOSING. Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. POSSESSION. Seller shall deliver physical possession to Buyer within: ☒ Upon Closing ☐ Other (specify) _____

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this contract:

[] Seller's Initials [] Buyer's Initials

Listing Agent _____, represents [] Seller [] Buyer [] both Buyer and Seller
as a Limited Agent;
Listing Broker for _____, represents [] Seller [] Buyer [] both Buyer and Seller
(Company Name) as a Limited Agent;

Buyer's Agent Nate Swain, represents [] Seller [X] Buyer [] both Buyer and Seller
as a Limited Agent;
Buyer's Broker for The Boyer Company, represents [] Seller [X] Buyer [] both Buyer and Seller
(Company Name) as a Limited Agent;

6. TITLE INSURANCE. At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and
- (f) Other (specify) All environmental studies and reports, all surveys, all title documents of record

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) [X] IS [] IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) [] IS [] IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) [X] IS [] IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor;
- (d) [X] IS [] IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;
- (e) [] IS [] IS NOT conditioned upon the Property appraising for not less than the Purchase Price;
- (f) [] IS [] IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in Section 2 above;
- (g) [X] IS [] IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Property: (specify) environmental site assessment, soils report

If any of items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as Buyer's "Due Diligence." Unless otherwise provided in this Contract, Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence and with a final pre-closing inspection under Section 11.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in Section 24(b) Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer determines that the results of Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, The Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(a) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. **ADDITIONAL TERMS.** There ☒ **ARE** ☐ **ARE NOT** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: ☐ **Addenda No.'s** _____
☐ **Seller Financing Addendum** ☐ **Other (specify)** _____

10. SELLER WARRANTIES AND REPRESENTATIONS.

10.1 Condition of Title. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues. 11-18-13

IF ANY PORTION OF THE PROPERTY IS PRESENTLY ASSESSED AS "GREENBELT" (CHECK APPLICABLE BOX):

☒ **SELLER** ☐ **BUYER** SHALL BE RESPONSIBLE FOR PAYMENT OF ANY ROLL-BACK TAXES ASSESSED AGAINST THE PROPERTY.

10.2 Condition of Property. Seller warrants that the Property will be in the following condition **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER:**

- (a) the Property shall be free of debris and personal property;
- (b) the Property will be in the same general condition as it was on the date of Acceptance.

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the Property to determine **only** that the Property is "as represented," meaning that the Property has been repaired/corrected as agreed to in Section 8.4, and is in the condition warranted in Section 10.2. If the Property is not as represented, Seller will, prior to Settlement, repair/correct the Property, and place the Property in the warranted condition or with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement sufficient to provide for the same. The failure to conduct a final pre-closing inspection or to claim that the Property is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the Property as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances affecting the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract (check applicable box)

☐ **SHALL**

☒ **MAY AT THE OPTION OF THE PARTIES**

first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation

in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections 10.1, 10.2, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline Dec 9, 2013 (Date)

(b) Due Diligence Deadline Feb 18, 2014 (Date)

(c) Settlement Deadline Feb. 26, 2014 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on Dec 4, 2013 (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

[Signature] 11-19-13
(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

The later of the above Offer Dates shall be referred to as the "Offer Reference Date"

Ben Leaver 1163 Shadowridge Dr. Kaysville 84037 (801) 726-0705
(Buyers' Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.

☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

(Sellers' Names) (PLEASE PRINT) (Notice Address) (Zip Code) (Phone)

☐ **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

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UAR FORM 19

Property - The final legal description of the Property shall be established by survey but shall include all of parcel #080430134 and a portion of parcel #080430149 and as roughly described by the attached amended site plan. The Property shall include all easements, rights-of-way and all other rights and privileges appurtenant to or used in connection with the property, whether owned by seller or any affiliate of seller. All water rights of conveyance vested in Seller are included in the property. If any portion of the property is owned by any person or entity affiliated with or related to Seller, Seller shall cause such person or entity to perform under the R&PC as though it were the Seller.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5 ☐ AM ☒ PM Mountain Time on Dec 4, 2013 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

(Time)

(Time)

**ADDENDUM NO.
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of , including all prior addenda and counteroffers, between Aloha Canyon LLC as Buyer, and as Seller, regarding the Property located at . The following terms are hereby incorporated as part of the REPC:

- Notwithstanding any other provisions of this REPC
- a. Seller shall convey fee title subject only to title exceptions approved by buyer in writing.
- b. The ALTA survey shall be paid for by the Seller.
- c. Seller shall be responsible for all Greenbelt Roll-back taxes whether arising at closing or after closing.
- d. Buyer may assign this REPC to an affiliate prior to closing without consent of Seller.
- e. Buyer and its agents may enter the Property to perform environmental site assessments, Soils tests and similar studies, tests and reports.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☐ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:**

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ **Seller** ☐ **Buyer** shall have until 5 ☐ **AM** ☒ **PM** Mountain Time on Dec 4, 2013 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 11-19-13 3 p.m
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. .

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**ADDENDUM NO.
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☒ ADDENDUM ☐ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and _____ as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

1. Buyer shall have the right to require an extended coverage ALTA policy of title insurance and/or any additional endorsements to the title insurance policy. Buyer shall pay the added premium for extended coverage and/or such endorsements but Seller shall execute all affidavits reasonably requested by the title insurance company to issue the same.

Seller represents and warrants that as of the effective date Date and the Closing Date:

a. Except as disclosed in the REPC, there are no actions, suits, arbitrations, governmental investigations or other proceedings pending or threatened against Seller or affecting the property.
BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☐ REMAIN UNCHANGED ☐ ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ Seller ☐ Buyer shall have until 5 ☐ AM ☒ PM Mountain Time on Dec 4, 2013 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 11-19-13 3 p.m
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

 (Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

 (Signature) (Date) (Time) (Signature) (Date) (Time)

Before any court arbitrator or governmental authority

b. There are no licenses, service contracts, maintenance agreements or other similar agreements affecting the property arising by, through or under seller that will continue after closing

c. Seller has received no notice from any governmental authority, adjoining land owner or other person or entity of violation of any law, ordinances, declarations or similar requirements. Seller has provided to Buyer all environmental report, soils reports and similar studies in its possession or under its control related to the property

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ~~X~~ Seller [] Buyer shall have until 5 [] AM ~~X~~ PM Mountain Time on Dec. 4, 2013 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☒ Buyer ☐ Seller Signature 11-19-13 3 p.m.
(Date) (Time)

[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**ADDENDUM NO.
TO
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of , including all prior addenda and counteroffers, between Aloha Canyon LLC as Buyer, and as Seller, regarding the Property located at . The following terms are hereby incorporated as part of the REPC:

See closing will be contingent upon the following:
a - approval of final site plan
b - Release of triangular parcel to permit use for professional/dental office
c - Revised and approved legal description of the new triangular parcel comprised of all of parcel # 080430134 and the agreed upon portion of # 080430149

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☐ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:**

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☒ **Seller** ☐ **Buyer** shall have until 5 ☐ **AM** ☒ **PM** Mountain Time on Dec 4, 2013 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

[Signature] 11-19-13 3:00 p.m.
☒ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. .

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BULTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Neil Miller, Parks and Recreation Director
Date: November 20, 2013

SUBJECT: PROPOSED CHANGES TO THE WOODLAND PARK AMPLIFIED SOUND SPECIAL USE PERMITS PROCEESS AND FEE STRUCTURE

RECOMENDATION

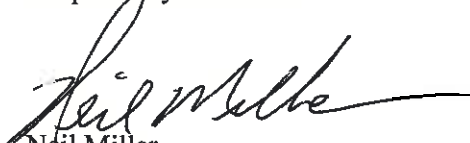
1. To schedule a Site Supervisor for private events in which a renter applies for amplified sound. The maximum number per year would be 7 events.
2. Increase the amplified sound fee to \$25 per hour covering the Site Supervisor cost.
3. Charge an additional \$100 flat fee to any events which plan to use a band.

BACKGROUND

As our policy is now, we allow a total of 15 special use permits, per year, in Woodland Park. Of the 15, 8 of those are reserved to Farmington City for the Summer Theater, which are already supervised. The remaining 7 have been available for the general public to apply for a special use permit. There are various things that special use permits could be used for including sound and specifically bands. See attachment for our current special use permit application and fee structure.

Currently we do not have a process in place to monitor the proper use of special use permits. Additionally we do not have a way of ensuring that those without a special use permit are not including things at their events that would normally require a special use permit. To address the latter, we have had conversations with Chief Wayne Hansen and agreed to provide notification to the Police Department each time a special use permit is secured.

Respectfully Submitted


Neil Miller
Parks and Recreation Director

Review and Concur


Keith Johnson
Assistant City Manager



Appendix E

Farmington City Parks
Special Use Permit

Three working days will be needed to consider your special request.

1. Name of Responsible Party _____
2. Organization (if any) _____
3. Applicant's Mailing Address _____
City _____ State _____ Zip Code _____
4. Applicant's Phone Number _____
5. Special Use Requested:
 - ☐ Use of amplified sound (\$25.00/hour) Site Supervisor will be present.
 - ☐ Band groups (\$100.00). The time limitation for band groups authorized by Special Use Permits except for City-Sponsored events shall not exceed two hours. Site Supervisor will be present.
 - ☐ Use of City athletic field lights (\$25.00/hour)
 - ☐ Electricity for WOODLAND LAWN area (\$25.00)
 - ☐ Extra electricity for blow up toys and/or other amusement devices (\$25.00 each)
 - ☐ Animal show (\$25.00)
 - ☐ Groups over 300 participants (\$75.00)
 - ☐ Other special uses that may adversely affect neighboring property owners
 - ☐ Bus Park as specified in Athletic Field Use Policy (\$50 dep. \$15/hr. + setup & maintenance)
6. Please describe in detail the special use activity proposed: _____

7. Reservation date and name of park: _____

For City use only

- ☐ Approved
 - ☐ Denied
 - ☐ Approved with Conditions _____

 - ☐ Extra Deposit Required \$50 Amount: _____
 - ☐ Authorized Negotiable Extra Fee Amount: _____
 - Total due: _____
- Colby Thackeray, _____
Parks Superintendent
- Neil Miller, _____
Parks & Recreation Director



FARMINGTON CITY

SCOTT C. HARBERTSON
MAYOR

JOHN BILTON
CORY R. RITZ
CINDY ROYBAL
JIM TALBOT
JAMES YOUNG
CITY COUNCIL

DAVE MILLHEIM
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Walt Hokanson, Public Works Director
Date: November 14, 2013

SUBJECT: SURPLUS PROPERTY

RECOMMENDATION

Request that the City Council declare the following vehicles as surplus and allow us to sell them.

BACKGROUND

Unit # 610 2001 Polaris Ranger 6x6 VIN # 4XARF50A81D620317
This vehicle is in need of major repairs that would exceed the value of the machine.

Unit # 817 2004 Dodge Durango VIN # 1D4HB48D64F221331
This vehicle needs the transmission replaced. It will not move at all. The cost of repairs would exceed the value of the vehicle. This vehicle has 106,532 miles on it.

Respectfully Submitted,

Walt Hokanson
Public Works Director

Review and Concur

Keith Johnson
Assistant City Manager

CITY COUNCIL AGENDA

For Council Meeting:
December 3, 2013

S U B J E C T: City Manager Report

1. Police and Fire Monthly Activity Reports for September and October

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



Farmington City Police Department 2013 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	115	118	132	170	170	240	225	217	174			

Total Reports	Officer	Crime	Accident	Supp	41	43	56	79	67	80	86	77	73
	51	60	65	69	81	132	112	119	75				
	24	15	11	20	22	23	21	18	27				
	34	13	27	38	33	33	33	55	40				

Citations	Total Cites	Traffic Cites	(Speeding)	Parking Cites	Other	111	92	103	98	120	123	91	106	96
	25	49	73	70	78	83	48	61	35					
	45	15	1	0	2	1	1	0	0					
	41	28	29	28	40	39	42	43	35					

Activities	Total	2039	1855	2336	2380	2408	2384	2110	2329	2184				
------------	-------	------	------	------	------	------	------	------	------	------	--	--	--	--

Investigations	Still Working	# Reports	26	34	35	34	32	41	60	60	75
	24	17	33	38	35	43	39	50	42		



Farmington City Police Department 2013 - Summary Cont.

Average Total	
Cases	173.44 1561

Reports	Officer Crime Accident Supp	66.89 84.89 20.11 34.00
---------	--------------------------------------	----------------------------------

Citations	Total Traffic Speed Parking Other	104.44 61.11 34.00 7.22 36.11	940
-----------	---	---	-----

Activities	2225.00	20025
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Investigations	Working # Reports	44.11 35.67	321
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Farmington City Fire Department



Monthly Activity Report

September 2013



Emergency Services

Fire / Rescue Related Calls: 26

All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...

Ambulance Related Calls: 54 / Transported 26 (48%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...

Calls Missed / Unable to adequately staff: 2

Urgent EMS Related Response Times (AVG): 4.3 Minutes GOAL 4 minutes or less (+.3min.)

Urgent Fire Related Response Times (AVG): 5.2 Minutes GOAL 4 minutes or less (+ 1.2min.)

Department Man-Hours (based on the following 28-day pay period September 6th and September 20th)

Part-Time Shift Staffing:	1572	Budgeted 1344	Variance + 228
Part-Time Secretary:	80	Budgeted 80	Variance - 0
Part-Time Fire Marshal:	72	Budgeted 80	Variance - 8
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime +16
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	110.5		
Emergency Callbacks:	182.5	FIRE 39 Hrs / EMS 143.5 Hrs	
Special Event Hours:	9		(YTD:) 233
Total PT Staffing Hours:	2026		(YTD:) 15,309.5

Monthly Revenues & Grant Activity YTD

Ambulance:	Prev. Month	Calendar Year	FY 2014
Ambulance Services Billed (previous month):	\$ 56,640.89	\$333,590.79 YTD	\$107,342.27
Ambulance Billing Collected (previous month):	\$ 21,329.33	\$142,087.82 YTD	\$35,907.68
Variances:	-\$35,311.56	-\$191,502.97 YTD	-\$71,434.59

Grants / Assistance / Donations:

Grants Applied For:	None	\$ 0	\$84,570 YTD
Grants Received:	None	\$ 0	\$180,010 YTD

Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2– Firefighter Practical Skills Evolutions	45	Avg. Wednesday Night Drill Attendance by FFD Personnel This Month: 26
Drill #3– EMS – ACLS Certification Classes	45	
Drill #4– Cancelled – Due to Hunting Season	0	
Other:		
Training New Hires / Sign-off's	0	
McKayDee Hospital Training / Cardiac Emergencies	6	
New 4-Gas Monitor Train-Trainer Training	9	
Total Training / Actual Attended Man-Hours:	126	5,693 YTD

<u>Fire Prevention & Inspection Activities</u>	QTY
Business Inspections:	12
Fire Plan Reviews & Related:	4
Station Tours & Public Ed Sessions:	15

<u>Health, Wellness & Safety Activities</u>	QTY	
Reportable Injuries:	0	2 YTD (Slip & Fall & Bee Sting)
Physical Fitness / Gym Membership Participation %	39%	
Chaplaincy Events:	4	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	0	4 YTD
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Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

September proved to be an average month for emergency calls, fire prevention projects, etc. Call volumes followed typical seasonal trends. Delivery of emergency services (response times) continue to show improvement compared to last year's statistics with EMS calls coming in at 4.3 minute avg. and FIRE calls 5.2 minute avg. response times. Two calls resulted in no-staffing of apparatus (on-duty crew attending to other calls and back-to-back calls). FFD staffed all shift hours (only 52 Hrs. short YTD) and exceeded budgeted hours due staffing one additional fulltime position (Captain Love on STD). We are very excited to have Captain Love return back to full-duty sometime in October!

Note: As stated last month, FFD is in the process of reclaiming some of the expenses accrued during the fires from the State & Feds. With this stated, it must not go unnoticed FFD managed its hours very well considering the variables challenged with. Ambulance transport percentages came in at 48%. Collections of revenues continue with little predictability due to collection & mandated billing variables. September training focused on Leadership Development and Medical Training. We are in the process of gearing up for our annual Open House and extend our invitation to our council to attend. This year's Open House will be on the evening of October 9th from 6 PM – 9 PM. Don't forget to bring your children / grandchildren!

Please feel free to contact myself at your convenience with questions, comments or concerns:

Cell (801) 643-4142 or email gsmith@farmington.utah.gov

Respectfully,

Guido Smith
Fire Chief



Farmington City Police Department 2013 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	115	118	132	170	170	240	225	217	174	173		

Total Reports	Officer	Crime	Accident	Supp	41	43	56	79	67	80	86	77	73	83
	51	60	65	69	81	132	112	119	75	69				
	24	15	11	20	22	23	21	18	27	22				
	34	13	27	38	33	33	33	55	40	46				

Citations	Total Cites	Traffic Cites	(Speeding)	Parking Cites	Other	111	92	103	98	120	123	91	106	96	101
	25	49	73	70	78	83	48	61	35	37					
	45	15	1	0	2	1	1	0	0	1					
	41	28	29	28	40	39	42	43	35	29					

Activities	Total	2039	1855	2336	2380	2408	2384	2110	2329	2184	2060	
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Investigations	Still Working												
	26	34	35	34	32	41	60	60	75	56			
# Reports	24	17	33	38	35	43	39	50	42	58			



Farmington City Police Department 2013 - Summary Cont.

Average Total		
Cases	173.40	1734

Reports	Officer	
	Crime	68.50
	Accident	83.30
	Supp	20.30
		35.20

Citations	Total	1041
	Traffic	104.10
	Speed	62.20
	Parking	34.60
	Other	6.60
		35.40

Activities	2208.50	22085
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Investigations	Working	
	# Reports	45.30
		37.90
		379



Farmington City Fire Department

Monthly Activity Report



October 2013



Emergency Services

Fire / Rescue Related Calls: 29

All Fires, Rescues, Haz-Mats, Vehicle Accidents, CO Calls, False Alarms, Brush Fires, EMS Support, etc...

Ambulance Related Calls: 65 / Transported 38 (58%)

Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, etc...

Calls Missed / Unable to adequately staff: 4

Urgent EMS Related Response Times (AVG): 4.4 Minutes GOAL 4 minutes or less (+.4min.)

Urgent Fire Related Response Times (AVG): 6.4 Minutes GOAL 4 minutes or less (+ 2.4min.)

Department Man-Hours (based on the following 28-day pay period October 4th and October 18th)

Part-Time Shift Staffing:	1562	Budgeted 1344	Variance + 218
Part-Time Secretary:	80	Budgeted 80	Variance - 0
Part-Time Fire Marshal:	80	Budgeted 80	Variance - 0
Full-Time Captains:	N/A	48/96 Hour Schedule	Variances / Overtime +16
Full-Time Fire Chief:	N/A	Salary Exempt	
Training & Drills:	47		
Emergency Callbacks:	152.5	FIRE 33 Hrs / EMS 119.5 Hrs	
Special Event Hours:	17		(YTD:) 250
Total PT Staffing Hours:	1,938.5		(YTD:) 17,248.5

Monthly Revenues & Grant Activity YTD

	Prev. Month	Calendar Year	FY 2014
Ambulance:			
Ambulance Services Billed (previous month):	\$ 26,097.42	\$333,436.39 YTD	\$133,439.69
Ambulance Billing Collected (previous month):	\$ 33,988.77	\$179,717.57 YTD	\$69,896.45
Variances:	+\$7,891.35	-\$153,718.82 YTD	-\$63,543.24

Grants / Assistance / Donations:

Grants Applied For:	Station Exhaust System	\$ 86,000	\$171,140 YTD
Grants Received:	None	\$ 0	\$180,010 YTD

Scheduled Department Training (To Include Wednesday Evening Drills) & Man Hours

Drill # 1– Officers Monthly Meeting & Training:	21	
Drill #2– Fire Department OPEN HOUSE	72	Avg. Wednesday Night Drill Attendance
Drill #3– EMS – ACLS Certification Classes	48	by FFD Personnel This Month: 26
Drill #4– Cancelled – Due to Hunting Season	0	
Other:		
Training New Hires / Sign-off's	0	
Total Training / Actual Attended Man-Hours:	141	5,834 YTD

<u>Fire Prevention & Inspection Activities</u>	QTY
Business Inspections:	10
Fire Plan Reviews & Related:	8
Station Tours & Public Ed Sessions:	24

<u>Health, Wellness & Safety Activities</u>	QTY	
Reportable Injuries:	0	2 YTD (Slip & Fall & Bee Sting)
Physical Fitness / Gym Membership Participation %	39%	
Chaplaincy Events:	2	

FFD Committees & Other Internal Group Status

Process Improvement Program (PIP) Submittals:	2	6 YTD
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Active FFD Committees: Emergency Medical Services (EMS), Apparatus & Equipment, Fire Apparatus & Equipment, Rescue – Heavy Rescue, Water, Rope & Related Equipment, Wildland Apparatus & Equipment, Health, Wellness & Safety, Charity / Fund Raiser, Fire Prevention & Pub-Ed, Haz-Mat, Building and Facilities.

Additional Narrative:

Call volumes followed typical seasonal trends with delivery of emergency services (emergency response times) improving compared to last year's statistics / EMS calls coming in at 4.4 minute avg. and FIRE calls 6.4 minute avg. response times. Four calls resulted in no-staffing of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to "Hunting Season"). FFD staffed all part-time duty shift hours (only 52 Hrs. short YTD) and exceeded regular budgeted hours due vacation coverage for Shift Captains. Captain Love was released by his physician to full-duty status and we are very happy to have him back with the team. Our annual Open House was a success regardless of the unfavorable weather conditions. This year's Open House included Fire Truck Rides, Air Ambulance Display – AirMed, Ground Ambulance displays, Fire Prevention Activities (and displays) to include a Live Fire Demonstration, Junior Firefighter Combat Challenge, Farmington CERT displays and recruitment, Search & Rescue Displays, Forest Service Displays, UHP Seatbelt Crash Activity, FPD Go-Cart Activity, Emergency Dispatch Center Display not to forget our traditional serving of the scones!! FFD is very appreciative of the support and participation of all involved to include a couple of our council members who took the time to show support! A special thanks to our local CERT members who helped with logistics this year. Our plan is to continue involving CERT whenever safely possible in an effort to keep these volunteers engaged with the community. Duty crews also spent countless hours visiting schools and providing tours to special interest groups. This year marked the first year of providing several PR events at Station Park which turned out to be a great success!

Ambulance transport percentages came in at 58%. Collections of revenues continue with little predictability due to collection & mandated billing variables. I am still in the process of analyzing certain variables with our billing vendor and plan to make some adjustments in November in an effort to ensure maximum efficiency of our collection process. This month's training focused on Leadership Development, Open House Preparation and Medical Training that included wrapping up our Advanced Cardiac Life Support training via the Ogden Regional Medical Center ED Nurses and education staff. The end of October also marks the end of the Wildland Fire season which allows us to place time and energy into servicing our Wildland apparatus in preparation for next year's season.

Please feel free to contact myself at your convenience with questions, comments or concerns:

Cell (801) 643-4142 or email gsmith@farmington.utah.gov

Respectfully,
Guido Smith
Fire Chief

CITY COUNCIL AGENDA

For Council Meeting:
December 3, 2013

S U B J E C T: Mayor Harbertson & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.